



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**  
WASHINGTON, D.C. 20460

March 18, 2021

VIA ELECTRONIC MAIL ONLY

Martin O'Neill  
Senior Vice President – Safety, Health & Environment  
Cabot Corporation  
Two Seaport Lane  
Boston, MA 02210-2019

Dear Mr. O'Neill:

We have received the February 25, 2021 letter from Cabot Corporation ("Defendant"), submitting an initial notice of a potential force majeure event that could potentially delay Defendants' compliance with the Consent Decree at its Canal, LA, facility, in *United States et al. v. Cabot Corporation*, 6:13-cv-03095 (W.D. La. March 13, 2014). The U.S. Environmental Protection Agency ("EPA") has consulted the Department of Justice. This letter will serve as the initial response and request for further information on behalf of the United States and the State of Louisiana ("Government Plaintiffs").

Your letter states that Defendant may need to seek an extension of certain compliance dates associated with the startup of the Control Technology (as that term is defined in the Consent Decree) at its Canal, LA, facility, due to (1) failure of its energy partner's primary and backup water supply pumps, and (2) over 150 pipe breaks at the facility due to extreme cold weather events beginning on February 14, 2021. Defendant has provided information supportive of these facts and states that should a delay in compliance prove unavoidable, Cabot will provide a more detailed written notice of Force Majeure claim in accordance with Paragraph 67 of the Consent Decree.

As described in your letter, it is not yet clear whether Cabot will actually be unable to meet any Consent Decree obligation. Accordingly, Government Plaintiffs' defer judgment on Cabot's potential force majeure claim at this time. The Government Plaintiffs' deferral of a decision should not be construed as acceptance of any potential noncompliance with the terms of the Consent Decree.

As you are aware, the Consent Decree requires that the Defendant exercise their "best efforts" to fulfill its obligations under the Consent Decree. Such efforts include "using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred, to prevent or minimize any resulting delay [...] to the greatest

extent possible.<sup>1</sup> CD, Par. 66. Please adhere to the force majeure provisions of the Decree to the extent you believe any specific delays in Defendant's obligations are warranted.

Government Plaintiffs appreciate your efforts to provide timely notice. We believe that maintaining an open and continuing dialogue will best protect human health and the environment, minimize potential misunderstandings and facilitate timely, appropriate decision-making as the process of recovering from this event continues.

Thank you for your attention to these matters. Please feel free to contact me or Kellie Ortega (ortega.kellie@epa.gov) to discuss any of these issues further.

Sincerely yours,

*Thomas P. Carroll*

Thomas P. Carroll  
Acting Director  
Air Enforcement Division  
Office of Civil Enforcement

cc (via email):

Gerry Caron, Cabot Corporation  
Carol F. McCabe, Manko Gold  
Sam Blesi, U.S. DOJ  
Jason Dunn, U.S. DOJ  
Kellie Ortega, U.S. EPA  
Patrick Foley, U.S. EPA  
Chris Williams, U.S. EPA  
Carlos Evans, U.S. EPA Region 6  
Emad Shahin, U.S. EPA Region 6  
Celena Cage, LDEQ  
Dwana King, LDEQ

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<sup>1</sup> "Force Majeure does not include Defendant's financial inability to perform any obligation under this Consent Decree." Id.